

EXHIBIT A



Notice of Service of Process

null / ALL
Transmittal Number: 17988476
Date Processed: 04/04/2018

Primary Contact: Ms. Lynn Radliff
Amazon.Com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226

Electronic copy provided to: Gianmarco Vairo
Joell Parks
Christine Schram
Eugide Matondo
Karen Curtis
Jesse Jensen
Rochelle Lewis
Theresa Nixon
Kimberly Thomas
Lynn Foley-Jefferson
Scotty Bauder
Tammy Malley-Naslund
Maria Catana
Elizabeth Hernandez
Annamaria Taskai
Lizette Fernandez

Entity: Amazon Logistics, Inc.
Entity ID Number 3192856

Entity Served: Amazon

Title of Action: Transport Systems, LLC vs. Amazon

Document(s) Type: Summons/Complaint

Nature of Action: Contract

Court/Agency: Wayne County Circuit Court, Michigan

Case/Reference No: 18-003390-PD

Jurisdiction Served: Michigan

Date Served on CSC: 04/03/2018

Answer or Appearance Due: 28 Days

Originally Served On: CSC

How Served: Regular Mail

Sender Information: Drew S. Norton
248-797-4013

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

Approved, SCAO

Original - Court
1st Copy - Defendant2nd Copy - Plaintiff
3rd Copy - ReturnSTATE OF MICHIGAN
THIRD JUDICIAL CIRCUIT
WAYNE COUNTY

SUMMONS AND COMPLAINT

CASE NO
18-003390-PD
Hon. Leslie Kim Smith

Court Address 2 Woodward Ave., Detroit MI 48226

Court Telephone No. 313-224-2427

Plaintiff Transport Systems, Inc.
Plaintiff's Attorney Drew S. Norton 41847 898 N Adams Rd Unit 2 Birmingham, MI 48009-5664 248 797 4013

v

Defendant Amazon c/o CSC - Lawyers Inc Service 601 Abbot St. East Lansing MI 48823
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SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. YOU HAVE 21 DAYS after receiving this summons to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued 3/27/2018	This summons expires 6/26/2018	Court clerk Jacquetta Parkinson
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Family Division Cases (The following is information required in the caption of every complaint and is to be completed by the plaintiff.)

- ☐ This case involves a minor who is under the continuing jurisdiction of another Michigan court. The name of the court, file number and details are on page _____ of the attached complaint.
- ☐ There is no other pending or resolved action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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Civil Cases (The following is information required in the caption of every complaint and is to be filled by the plaintiff.)

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- ☒ There is no other pending or resolved civil action arise out of the same transaction or occurrence as alleged in the complaint.
- ☐ An civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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VENUE

Plaintiff(s) residence (include city, township, or village) Dearborn MI	Defendant(s) residence (include city, township, or village) Seattle WA
Place where action arose or business conducted Dearborn MI	

3/30/18
Date

Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Note to Plaintiff :The summons is invalid unless served on or before its expiration date.

SUMMONS AND COMPLAINT
18-003390-PD

PROOF OF SERVICE

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

☐ OFFICER CERTIFICATE

OR

☐ AFFIDAVIT OF PROCESS SERVER

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)

☐ I served personally a copy of the summons and complaint.

☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with _____

List all documents served with the Summons and Complaint

_____ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare that the statements above are true to the best of my information, knowledge and belief

Service fee \$	Miles traveled \$	Fee \$
Incorrect Address fee \$	Miles traveled \$	Fee \$

Signature _____

Name (type or print) _____

Title _____

Subscribed and sworn to before me on _____, _____ County, Michigan.
Date

My commission expires: _____ Date Signature: _____
Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____ Attachments

_____ on _____
Day, date, time

_____ on behalf of _____

Signature _____

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

TRANSPORT SYSTEMS, LLC,
a Michigan limited liability company,

Plaintiff,

Case No.
Hon.

~~OK~~ PD

v

AMAZON, a foreign corporation, and
U.S. XPRESS, INC., d/b/a U.S. Xpress Logistics,
a foreign corporation, jointly and severally,

Defendants.

Drew S. Norton (P41847)
Attorney for Plaintiff
898 N. Adams, Suite 2
Birmingham, Michigan 48009
(248) 797-4013
drew@drewnortonlaw.com

**COMPLAINT FOR CLAIM AND DELIVERY, BREACH OF CONTRACT,
CONVERSION AND OTHER RELIEF**

There is no other pending or resolved civil action arising out
of the transaction or occurrence alleged in the complaint.

Plaintiff, Transport Systems, LLC through its counsel, Drew S. Norton, for
its Complaint against Defendants Amazon and U.S. Xpress, Inc. ("USX") states
as follows:

1. Plaintiff is a Michigan limited liability company with its principal place of
business in Dearborn Michigan.
2. Defendant Amazon is a foreign corporation doing business in Wayne
County Michigan.
3. Defendant USX is a foreign corporation doing business in Wayne County
Michigan.

4. The facts and circumstances giving rise to this Complaint all took place in Wayne County Michigan.
5. The amount in controversy exceeds \$25,000.00 exclusive of interest, costs and attorneys' fees.
6. This Complaint also seeks equitable relief falling within the jurisdiction of this Court.
7. Plaintiff is in the business of, among other things, providing trucks and trailers for hire in the trucking industry and is licensed for that purpose by the Federal Motor Carrier Safety Administration.
8. On information and belief Defendant USX a broker licensed by the Federal Motor Carrier Safety Administration.
9. On October 17, 2017 Plaintiff and Defendant USX agreed to a drop and hook shipment pursuant to a Load Tender and Rate Agreement Sheet. (Exhibit A).
10. On or about October 20, 2017 Plaintiff and Defendant USX entered into general a Broker/Carrier Agreement (Exhibit B).
11. The aforementioned agreements contemplated regular shipments pursuant to these terms.
12. One such shipment was on behalf of Defendant Amazon from Brownstown Michigan to Hazel Park Michigan utilizing Plaintiff's 2016 Vanguard trailer #4029, VIN 5V8VC5326GM607804.
13. At some point Defendant USX began using trailer #4029 for other carriers without Plaintiff's permission.

14. On information and belief this other shipments were for and on behalf of Amazon.

15. Trailer #4029 is now missing.

16. It has been spotted by one of Plaintiff's drivers in Hebron Kentucky.

COUNT I
(Claim and Delivery)

17. Plaintiff hereby incorporates by reference and re-alleges all previous paragraphs.

18. Plaintiff is titleholder to trailer #4029 and is therefore entitled to possession.

19. Trailer #4029 has a value of \$35,000.00.

20. Trailer #4029 is an independent piece of property.

COUNT II
(Breach of Contract)

21. Plaintiff hereby incorporates by reference and re-alleges all previous paragraphs.

22. Defendant breached the party's contract by, among other things, wasting or converting trailer #4029.

23. Plaintiff has been damaged by the loss of trailer #4029 and the daily use of this productive asset.

COUNT III
(Conversion—Common Law and MCL 600.2919a)

24. Plaintiff hereby incorporates by reference and re-alleges all previous paragraphs.

25. Defendants together and individually have unlawfully detained or taken trailer #4029 for their personal use and/or benefit.

26. Defendants' actions constitute conversion.

27. As a result Plaintiff has sustained damages.

28. MCL 600.2919a provides that Plaintiff is entitled to three times its actual damages plus costs and reasonable attorney fees.

COUNT IV
(Unjust enrichment)

28 Plaintiff hereby incorporates by reference and re-alleges all previous paragraphs.

29 Defendants are benefiting from the possession and use of trailer #4029.

30 Because Defendants have not paid for said benefits, Defendants have been unjustly enriched.

31 As a result, Plaintiff has sustained damages.

32 It would be unjust and inequitable for Defendants to retain said benefits to the detriment of Plaintiff.

WHEREFORE, Plaintiff respectfully requests that this Court enter Judgment in its favor and against Defendants for:

- a. return of trailer #4029 or alternatively, the value of trailer #4029;
- b. \$500.00 per day rent/lost earnings from October 18, 2017 until the date of the Judgment;

- c. three times said amounts plus costs and attorneys' fees pursuant to MCL 600.2919a; and
- d. any other relief this Court deems appropriate under the circumstances.

Dated: March 25, 2018

Drew S. Norton
Drew S. Norton (P41847)
898 N. Adams, Suite 2
Birmingham, MI 48009
(248) 797-4013
drew@drewnortonlaw.com
Counsel for Plaintiff

EXHIBIT A



U.S. Xpress Logistics
PO Box 8349
Louisville, KY 40209

10/16/2017 11:22:49 AM

Load Tender and Rate Agreement Sheet

Please submit your load paperwork and invoices using
TRANSFLO \$Velocity using Broker ID: XONEV

Carrier Must Reference Ord#: 3101460 on Invoice to expedite
payment process.

Detention is waived if Carrier misses their Appointment time

If you are submitting paperwork for a Quick Pay using
TRANSFLO \$Velocity, please use Broker ID: XONEVQP as
this will expedite the request.

Carrier: TRANSPORT SYSTEMS TRADEA
LLC
DEARBORN, MI
734-272-2044

Segment#
3158815

Order#: 3101460

Equipment VAN
Type:
Size:

Miles: 30
Origin Pick LIVE LOAD
Up:

Final Delivery: DROP
TRAILER

LOAD IS NOT TO BE BROKERED OR FEES CAN OCCUR

Dispatch Instructions:

Driver must say they are picking up and delivering for US Xpress Logistics.

Carrier must notify US Xpress Logistics if they will be late to a pick up or delivery appointment. If an appointment is missed, US Xpress Logistics will reschedule the appointment for the next available appointment time with the customer. US Xpress Logistics will not be financially responsible to Carrier for any costs incurred by Carrier due to US Xpress Logistics rescheduling the appointment.

Carrier must provide the tractor and trailer numbers, driver's name and cell phone number, the PRO number, and after hours contact.

Overages, shortages, damages must be reported to US Xpress Logistics while Carrier is still at the customer delivery location and noted on the Bill of Lading. Notification shall be made to the Carrier Representative noted on the rate confirmation.

All unplanned accessorials charges must be communicated to US Xpress Logistics by Carrier immediately and approved by US Xpress Logistics in writing in order to be paid.

In order for Carrier to receive payment for detention, Carrier must provide US Xpress Logistics at least thirty (30) minutes' notice prior to detention taking effect, send the IN and OUT times on the Bill of Lading, and receive US Xpress Logistics' prior written approval for the detention charge. Late arrival at pick up or delivery will automatically disqualify Carrier from receiving payment for detention. IN and OUT times must be written on the Bill of Lading by the customer (if the customer refuses, Carrier must get the name of that person and report it to US Xpress Logistics immediately).

In addition to the other requirements set forth herein, before paying or agreeing to any lump sum services, Carrier must notify the Carrier Representative noted on the rate confirmation at US Xpress Logistics and get prior authorization/approval in writing in order to get full reimbursement. Carrier must provide a signed lump sum receipt to receive payment for a lump sum service.

All special instructions on the rate confirmation sheet must be performed at the negotiated rates.

Cargo must be inspected by Carrier at pick-up and delivery, unless pre-sealed by the customer or a drop and hook.

The Carrier must review the Bill of Lading to ensure all terms are met.

Carrier is responsible for matching all information on the Bill of Lading given to the driver to that which is on the rate confirmation. Any costs incurred by US Xpress Logistics due to Carrier's failure to notify US Xpress Logistics' Carrier Representative of any discrepancies while at the shipper will be the Carrier's responsibility.

A signed Bill of Lading must be furnished with Carrier's invoice to receive payment.

Carrier shall be responsible for adhering to Shipper's instructions communicated to Carrier on a load-by-load basis. Carrier agrees that food that has been transported or offered for transport under conditions that are not in compliance with the Shipper's instructions, as provided to Carrier by the Shipper, may be considered "adulterated," as determined by a qualified individual, within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §342(l), and its implementing regulations. Carrier understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination without diminishing or affecting Carrier's liability in the event of a cargo claim.

Carrier shall be willing, upon Broker's request, to accept satellite or cell phone tracking through a third party vendor.

Any supplemental Service Requirements will be communicated to Carrier on a per shipment basis.

Total Weight: 0 LBS

Ord# 3101460 Total Pay(USD): \$400.00

Linehaul Pay: \$400.00

Fuel Surcharge: \$0.00

Add. Accessorials: \$0.00

Service Bonus: \$0.00

Order Comments:

BOL#: 115T4R1RB USX SHIPMENT ID: 01-7524604

Company	Pallets/Pcs	Appointment Type	Early	Late	Weight UOM
P/U Point AMAZON DTW5 19991 BROWNSTOWN CTR DR B BROWNSTOWN TOWNSHIP, MI/WAY 48134 Commodity: UNKNOWN	0	Appt Set	10/18/2017 12:30 AM	10/18/2017 12:30 AM	0LBS
		Pickup Reference #: DTW548192, QTOPS MBOL: 115T4R1RB			
D/R Point AMAZON DDT1 1400 E 10 MILE RD HAZEL PARK, MI/OAK 48030 Commodity: UNKNOWN	0	Appt Set	10/18/2017 3:30 AM	10/18/2017 3:30 AM	0LBS
		Pickup Reference #: DDT148030, QTOPS MBOL: 115T4R1RB			

Carrier Rep: FORREST BAYS

Carrier Contact Name: ALI SALEH

Date: _____

Email: FBAYS@USXPRESS.COM

Phone: (602)707-0030

Carrier Signature: _____

Please Sign and Fax back to U.S. Xpress Logistics @ (423)485-6714

Terms and Conditions: U.S. Xpress Logistics hereby referred to as USX Logistics

- The rates set forth in this an Independent contractor agreement ("Agreement") between the parties and are for the above stated service/load only and are not valid for any other business between the undersigned parties.
- Carrier agrees to indemnify, defend and hold harmless USX Logistics and its customers from any loss, damage, liability, expense or claim relating to, resulting from, or arising out of Carrier's services, including, but not limited to, Carrier's negligent or willful acts or omissions. Carrier shall be liable for all loss, damage, injury to or delay of freight shipped hereunder in accordance with 49 U.S.C. 14706.
- USX Logistics agrees to pay Carrier within 30 days of receipt of Carrier's undisputed invoice provided all necessary documentation, including but not limited to the original Bill of Lading for the load and the rate confirmation sheet with amounts matching the invoice, has been provided to USX Logistics. Carrier agrees to look solely to USX Logistics for payment and shall not make any demand upon USX Logistics' customer ("Shipper") for payment. Shipper is a third party beneficiary of this Agreement. USX Logistics will have the right to offset payments owed to Carrier upon a claim by USX Logistics or Shipper regarding any damage to any shipment.
- Carrier understands and agrees that for a period of 1 year from the date of the Agreement, Carrier shall not back solicit, directly or indirectly, any Shipper whose transportation needs were disclosed to Carrier in connection with this Agreement. As liquidated damages, Carrier agrees to pay a 15% commission on all traffic handled for Shippers whose transportation needs were disclosed to Carrier in connection with this Agreement for a period of 1 year.
- Carrier warrants to USX Logistics (and Shipper) that it meets the following criteria and that it shall promptly notify USX Logistics (and Shipper) of any failures to meet any of the following criteria: (a) Carrier shall maintain all risk cargo insurance in the amount of not less than \$100,000 per shipment; (b) Carrier shall maintain motor carrier automobile public liability insurance for property damage and personal injury in the amount of not less than \$1,000,000; (c) Carrier shall maintain workers compensation insurance as required by state law; (d) Carrier shall agree to provide certificates of insurance upon request; (e) Carrier shall maintain "Satisfactory" U.S. DOT safety ratings or the equivalent CSA scores and is otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.

Carrier agrees that all freight tendered to it by USX Logistics shall be transported on equipment operated only under the authority of Carrier and Carrier shall not in any manner subcontract or broker

Carrier agrees that the rates and charges herein are the only rates and charges to be paid by USX Logistics. No other tariff rates or charges will apply. USX Logistics will only pay additional charges if charges are agreed to in writing and USX Logistics is able to collect the charges from Shipper. Carrier must inform USX Logistics within 24 hours of any unplanned accessorial or other additional charges incurred. USX Logistics will not reimburse detention charges unless "in" and "out" times are clearly stated on the Bill of Lading. USX Logistics will reimburse Carrier for approved lumber costs upon submission by carrier of a signed receipt.

- If a shipment is rejected by Consignee, USX Logistics has the option to either (1) have Carrier place the load in storage or (2) have Carrier return it to the point of origin or some other point of destination specified by USX Logistics.
- If Carrier cannot complete delivery as agreed, USX Logistics may take whatever steps necessary to have such shipment completed, with Carrier responsible for any extra costs incurred by USX Logistics in doing so.
- Carrier waives all rights to any claim for a lien on the shipment.
- Carrier is to be named on the Bill of Lading as "carrier of record". Any term or provision on a bill of lading or other document inconsistent with this provision is void and unenforceable.
- This written Agreement contains the entire Agreement between the parties and may only be modified by signed written Agreement. If there is a signed Broker/Carrier Agreement or signed accessorial Agreement in effect between Broker and Carrier, any terms of such Agreement that conflict with this Agreement shall take precedence over this Agreement. Tennessee law, venue and jurisdiction shall apply. Failure by USX Logistics to enforce any provision of this Agreement does not constitute any waiver of any rights or remedies under this Agreement. If any provisions of this Agreement are declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

Carrier's signature below or its acceptance of any load tendered by USX Logistics constitutes confirmation of and agreement to all information and terms and conditions set forth above and posted at <http://www.usxpresslogistics.com>.

Carrier Rep: FORREST BAYS

Carrier Contact Name: ALI SALEH

Date: _____

Email: FBAYS@USXPRESS.COM

Phone: (602)707-0030

Carrier Signature: _____

Please Sign and Fax back to U.S. Xpress Logistics @ (423)485-6714

EXHIBIT B

BROKER/CARRIER AGREEMENT

THIS AGREEMENT MADE ON THE 20 DAY OF October, 2017 BY AND BETWEEN TRANSPORT SYSTEMS LLC, HAVING OFFICES AT 5003 SCHAEFER RD DEARBORN, MI 48126, AND U.S. XPRESS WITH PRINCIPLE OFFICES LOCATED AT Quintonia, TN

- A. WHEREAS CARRIER TRANSPORT SYSTEMS LLC IS LICENSED AS A FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA) WITH MC-916095
- B. WHEREAS BROKER U.S. XPRESS LOGISTICS IS A LICENSED BROKER WITH FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA) MC-188121

BROKER:

1. WILL CHARGE FULL LOAD AMOUNT IF LOAD IS CANCELLED .
2. DETENTION WILL START 2 HOURS AFTER APPOINTMENT TIME. DETENTION PAY WILL BE \$50/HOUR.
3. THERE IS NO LAYOVER AFTER 5 HOURS OF DRIVER WAITING FOR LOAD.
4. ANY LOAD ADDED AFTER 3PM WILL BE CONSIDERED AN EXPEDITED LOAD, WHICH WILL BE \$750/LOAD.
5. ANY ADDITIONAL WORK ADDED BY CUSTOMER WILL INVOICE THE BROKER TO BE PAID FOR IT.
6. THE CONTRACT WILL BE FOR ONE YEAR

CARRIER

1. TRANSPORT SYSTEMS LLC WILL PICK UP THE LOAD ON TIME AND DELIVER ON TIME
2. TRANSPORT SYSTEMS LLC RESPONSIBLE TO COMPLETE THE LOADS EVERY DAY 7 DAYS A WEEK.
3. TRANSPORT SYSTEMS LLC RESPONSIBLE TO PAY THE EXPEDIT LOAD FEE IF THEY CAN NOT COVER IT.

CARRIER

TRANSPORT SYSTEMS

BY: Abdul

TITLE: Operation Manager

BROKER

BY: Forrest PAYS

TITLE: Car Buyer III

CSC-Lawyers Inc Service
Re: Amazon
601 Abbott St.
East Lansing, MI 48823

First Class Mail
First Class Mail

SAT 31 MAR 2018 PM

Drew S. Norton
898 N. Adams, Suite 2
Birmingham, MI 48009

